

**TRANSFER
TAX
PAID**

Doc # 2004032246
Book 8159 Page 0056

**WARRANTY DEED
Statutory Short Form**

47-196

I, **GERARD BOURGET** of 30 Water Street, Randolph, ME 04346, for consideration paid, grant and convey to **ALBERT N. CROCKER and KATHLEEN CROCKER** of P. O. Box 104, Waterville, ME 04903, as Joint Tenants, with Warranty Covenants, the real estate described as follows:

A certain lot or parcel of land, together with the buildings and improvements located thereon, situate in Waterville, County of Kennebec and State of Maine, being more particularly bounded and described as follows, to wit:

Being Lot Number 44 on a Plan of Gilman Heights, and drawn by Francis V. Armstrong, C.E., said Plan dated December 4, 1939, and recorded in the Kennebec County Registry of Deeds in Plan Book 12, Page 77, in the Kennebec County Registry of Deeds, and as revised in April 1948 and recorded in the Kennebec County Registry of Deeds in Plan Book 16, Page 2A, to which reference is made for a more particular description.

Subject, however, to the following restrictions numbered from 1 to 13, inclusive, which will be binding upon the said Grantees and all persons claiming or holding under or through said Grantees.

1. No lot of land shall be sold, the dimensions of which are less than seventy-five (75) feet by one hundred (100) feet.
2. That said land shall be used only for residential purposes, and not more than one (1) residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels, excepting that owners of three (3) or more contiguous lots located on the south side of Highland Avenue may subdivide said lots, provided that said subdivision shall not decrease the dimensions of any subdivision into lots of less than seventy-five (75) feet by one hundred (100) feet, and provided that insofar as any such lots created by such subdivision are concerned, the foregoing covenants of restrictions shall be construed as applying to a single lot; nor shall any buildings at any time situated on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building.
3. That the main entrance of any residence built on any lot, any boundary of which abuts Gilman Street, shall face Gilman Street; the main entrance of any residence built on any lot, any boundary of which abuts the First Rangeway, shall face the First Rangeway. The main entrance of any residence built on lots abutting only upon avenues, shall face the nearest avenue boundary line.
4. That any wall of any residence or other outbuildings, including garages, erected on any lot, any boundary of which abuts Gilman Street or the First Rangeway, shall not be erected nearer than thirty-five (35) feet from the Gilman street line or the First Rangeway street line; and any other wall of any such residence or other outbuildings including garages, erected on any lot abutting Gilman Street or the First Rangeway shall not be erected nearer than twenty-five (25) feet from the nearest avenue street line, thereby extending a uniform building line thirty-five (35) feet along the Gilman Street line and along the First Rangeway street line.
5. That any wall of any residence or other outbuildings, including garages, erected on any lot which abuts only upon avenues, shall not be erected nearer than twenty-five (25) feet from any avenue street line, and any other wall of any such residence or other outbuildings, including garages, erected on said lots, shall not be erected nearer than twenty-five (25) feet from the nearest avenue street line,

② mws

thereby extending a uniform building line twenty-five (25) feet along all avenue street lines.

47-196

6. Each residence or other outbuildings, including garages, erected on any lot, must provide a space at least fifteen (15) feet on each side of said residence or said outbuildings, including garages to the respective boundary lines of any adjoining lots, excepting that this restriction shall not apply to the south boundary of lots located on the south side of Highland Avenue.

7. The cost of each main building on these lots shall be at least ninety- five hundred (\$9,500) dollars exclusive of all the buildings, landscaping, and any other improvements of the land not directly affixed to the main building.

8. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot shall be erected or maintained on said lot or any buildings thereon.

9. That no fence or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots.

10. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lots or in any building thereon.

11. That if the owner of two or more contiguous lots purchased in Gilman Heights desires to improve said lots as one (1) lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restrictions shall be construed as applying to a single lot.

12. The Grantor, does not hold himself responsible for the enforcement of the foregoing restrictions.

13. It is understood that this property shall operate under the so-called "New Neighborhood Act" and adopted by the National Real Estate Operators.

Being the same premises conveyed to Gerard Bourget by Warranty Deed from Catherine E. Michaels dated March 31, 2004, and recorded in the Kennebec County Registry of Deeds in Book 7884, Page 284.

WITNESS my hand and seal this 8th day of October, 2004.

Signed, Sealed and Delivered
in the presence of:


Gerard Bourget

STATE OF MAINE
COUNTY OF KENNEBEC

Dated: October 8, 2004

Then personally appeared the above named Gerard Bourget and acknowledged the foregoing instrument to be his free act and deed.

Before me,



Notary Public

Print

Name:

ROBERT M. MARDEN

Attorney at Law/Notary Public, Maine

My Commission expires December 4, 2009